

## **Restaurant Seating on Public Sidewalk Space**

The Town of Crested Butte has initiated a program whereby restaurants that have first floor street frontage on Elk Avenue adjacent to a public sidewalk wide enough to meet the requirements may apply for a license to seasonally (the Friday before Memorial Day to October 15<sup>th</sup>) utilize a portion of the sidewalk for restaurant seating if certain conditions can be met. At this time the license must be re-approved on a yearly basis.

In order for a business to participate in the program an application must be filled out, screened by the Town staff for compliance and a license agreement approved by the Town Council. The application is attached with the rules that govern the use printed on the reverse side. These rules should be read carefully and fully understood. The applicant will also need to provide a map of the proposed license area and a drawing of the required fencing or containment structure proposed. An example of a proposed map submittal is also attached for reference.

Not every restaurant will be able to implement the program because of physical constraints that exist on the public sidewalk. There is a minimum of seven feet of unobstructed pedestrian circulation area that must be maintained, four feet of which must not have a slope of greater than 2% for handicap accessibility reasons. The slope on the brick section of Elk Avenue has a slope as high as 9%. This is a limiting factor on which businesses can utilize the program or how large the licensed area may be. The Town's Building Department is available to interested restaurants to consult and evaluate sites.

If a restaurant wishes to serve alcohol in the licensed area they must also apply to the State of Colorado to alter their liquor license premises. This

form is also included in the application packet and should be filled out and coordinated through the Town Clerk's Office.

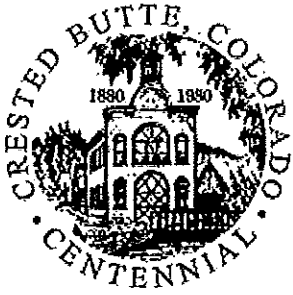
There are fees which will be associated with the program. The Town will charge \$3.00 per square foot for use of the licensed area per year. The State's charge for liquor license premise change will be \$300.

Businesses should anticipate that it will take at least two to four weeks to process the application through the Town depending on when the application is submitted. Once the Town license is secured it will likely take another two to three weeks to secure liquor license approval through the State, if requested.

Businesses should also be aware that the Town will have to be added to the restaurant's liability insurance policy and listed as an additionally insured. Proof of this will be required prior to utilizing the space. Liquor liability must be included on the policy if liquor is to be served within the sidewalk license area.

Once again it is important that the business fully understand the rules and procedures that accompany the program and are articulated on the back of the application form. The Town's Building Department and Clerk's office are available if there are questions regarding the program. They can be reached by calling 349-5338 or by stopping in at the Town offices at 507 Maroon Avenue.

In order to secure the necessary local and State permits in time for the summer season, applications should be submitted by than April 1, 2011.



## Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks

.....

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell # \_\_\_\_\_

E-mail address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell # \_\_\_\_\_

E-mail address: \_\_\_\_\_

Is it the intent to serve alcohol on the licensed premises \_\_\_\_\_ Yes \_\_\_\_\_ No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

\_\_\_\_\_  
Applicant Signature and Title

\_\_\_\_\_  
Date

## Requirements and Limitations for Use of Public Right of Way for a Restaurant/Bar Seating Revocable License

In order to apply for a license the business must meet the following criteria.

1. The business must have a valid conditional use permit and, business license for a restaurant/bar issued within the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
6. The seating area may not be larger than the interior seating area of the restaurant.
7. The containment barrier must be no taller than 42 inches and be at least partially transparent to allow viewing into the site.

Restrictions on time of use of the licensed area are as follows.

8. The dates of the license shall be from the Friday prior to Memorial day to October 15 of the current calendar year.
9. The licensed area may not be utilized during July 4<sup>th</sup> and the two day period covered by the Arts Fair and the previous one day used for set up for the Arts Fair. The Town Council may place additional restrictions on a year by year basis depending on special events requested.
10. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way from during the time when the restaurant is not open. The tables and chairs must be removed from the license area. The containment fencing may be left parallel against the front wall of the business frontage if collapsed..

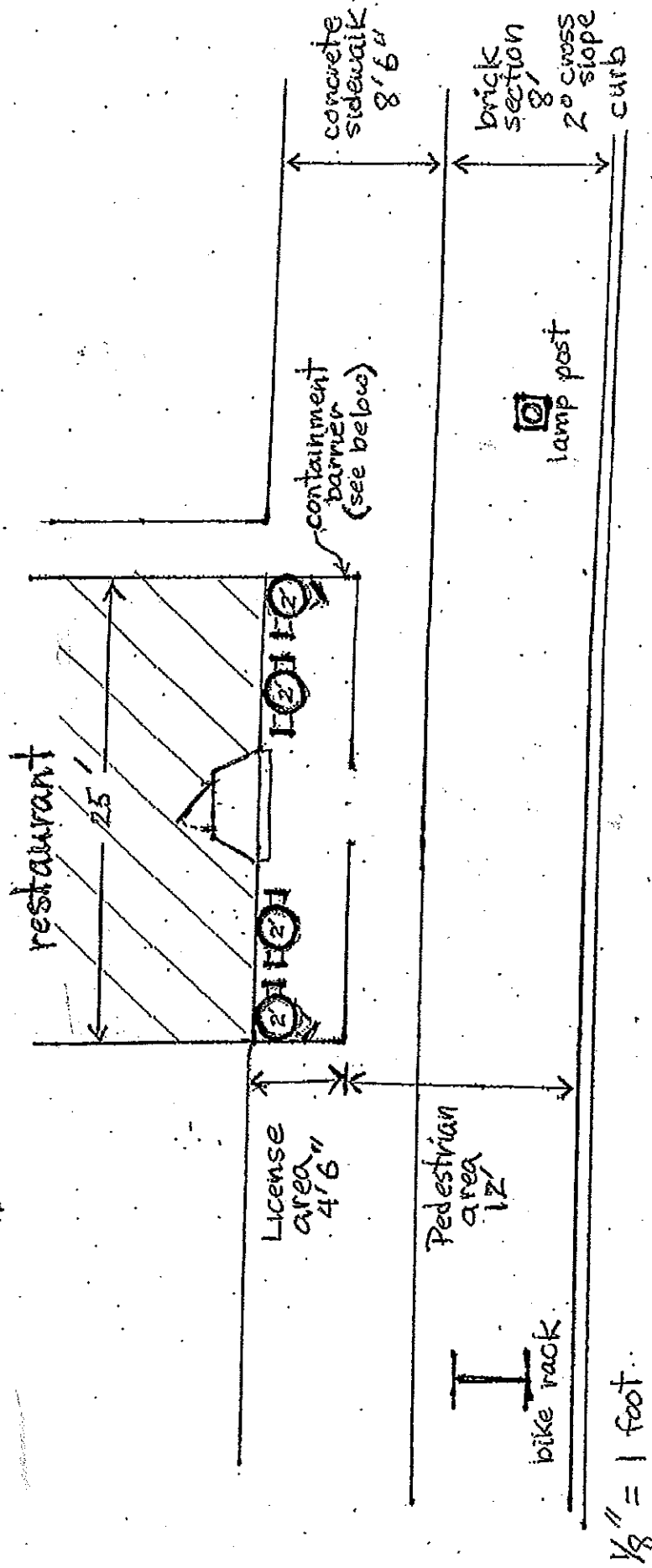
The business must adhere to the following rules and regulations.

11. The business is responsible for keeping the licensed area clean and free of debris and food waste.
12. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
13. The business may not utilize portable heating devices in the licensed area.
14. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.

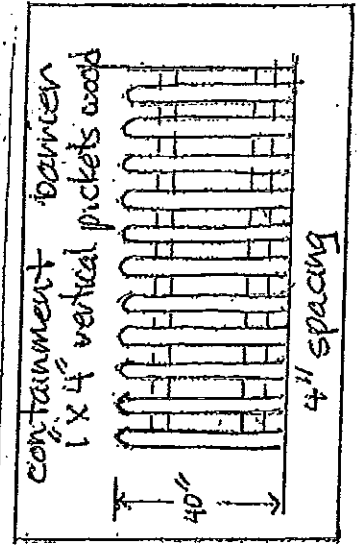
After approval of the license but prior to utilizing the licensed area the business must provide the following.

15. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
16. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
17. Payment of a licensed lease fee of \$3.00 per square foot.
18. Applicant shall execute a revocable license agreement with the Town.

Seating Proposal  
4 - two foot round tables  
8 - chairs, 2 per table



ELK AVENUE





## PERMIT APPLICATION & REPORT OF CHANGES

CURRENT LICENSE NUMBER \_\_\_\_\_

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE \$ \_\_\_\_\_

APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK  
TO ORDER CALL (303) 370-2165

DO NOT WRITE IN THIS SPACE

1. Applicant is a

☐ Corporation

☐ Partnership

☐ Individual

☐ Limited Liability Company

PRESENT LICENSE NUMBER \_\_\_\_\_

2. Name of Licensee \_\_\_\_\_

3. Trade Name \_\_\_\_\_

4. Location Address \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_

ZIP \_\_\_\_\_

Select the appropriate section below and proceed to the instructions on page 2.

### SECTION A - MANAGER REG/CHANGE

• License Account No. \_\_\_\_\_

1983-750 (999) ☐ Manager's Registration (Hotel & Restr.) ..... \$75.00

2012-750 (999) ☐ Manager's Registration (Tavern) ..... \$75.00

☐ Change of Manager (Other Licenses) ..... NO FEE

2315-100 (999) ☐ Concurrent Review ..... \$100.00

### SECTION B - DUPLICATE LICENSE

• LIQUOR LICENSE No. \_\_\_\_\_

☐ 2270-100 (999) DUPLICATE LICENSE ..... \$ 50.00

### SECTION C

1) ☐ 2210-100 (999) Retail Warehouse Storage Permit (ea) ..... \$ 100.00

2) ☐ 2200-100 (999) Wholesale Branch House Permit (ea) ..... 100.00

3) ☐ 2260-100 (999) Change Corp or Trade Name Permit (ea) ..... 50.00

4) ☐ 2230-100 (999) Change Location Permit (ea) ..... 150.00

5) ☐ 2280-100 (999) Change, Alter or Modify Premises

\$150.00 x \_\_\_\_\_ Total Fee \_\_\_\_\_

6) ☐ 2220-100 (999) Addition of Optional Premises to Existing H/R

\$100.00 x \_\_\_\_\_ Total Fee \_\_\_\_\_

7) ☐ 1988-100 (999) Addition of Related Facility to Resort Complex

\$75.00 x \_\_\_\_\_ Total Fee \_\_\_\_\_

8) ☐ 2340-100 (999) Bed and Breakfast Permit ..... 50.00

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED

LICENSE ACCOUNT NUMBER

PERIOD

-750 (999)

-100 (999)

TOTAL

## INSTRUCTION SHEET

*For all sections, complete questions 1-4 located on page 1*

☐ **Section A**

*To Register or Change Managers*, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

☐ **Section B**

*For a Duplicate license*, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

☐ **Section C**

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 8. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 7) *For a Bed and Breakfast Permit*, go to page 4 and complete question 10. Submit the necessary information and proceed to Oath of Applicant signature.



STORAGE PERMIT	<p>5. <b>Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> Retail Warehouse Permit</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Include full address of storage premises. _____</p> <p>If granted, will the proposed warehouse or branch house be in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Name and title of Person in Charge of Premises. _____</p> <p><input type="checkbox"/> Attach a lease/deed and a diagram of storage premises.</p>		
	CHANGE DBA OR CORP. NAME	<p>6. <b>Change of Trade Name or Corporation name</b></p> <p><input type="checkbox"/> Trade/DBA Name Change only</p> <p><input type="checkbox"/> Corporate Name Change (Attach a Certificate of Amendment from Secretary of State)</p> <table border="1" data-bbox="162 619 1542 693"> <tr> <td data-bbox="162 619 860 693">Old Name</td> <td data-bbox="860 619 1542 693">New Name</td> </tr> </table>	Old Name
Old Name	New Name		
MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>7. <b>Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: LICENSEES MAY NOT MODIFY OR ADD TO THEIR LICENSED PREMISES UNTIL APPROVED BY STATE AND LOCAL AUTHORITIES.</p> <p>(a) Describe change proposed _____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>		
	CHANGE OF LOCATION	<p>8. <b>Change of Location</b></p> <p>(a) Address of current premises _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach a copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p>City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable</p> <p>Address _____</p> <p>City _____ County _____ ZIP _____</p> <p>(d) Attach a diagram of the premises showing the area where alcohol beverages will be stored, served, possessed or consumed. Include food preparation facilities for Hotel and Restaurants.</p>	

CHANGE OF MANAGER

**9. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.**

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name \_\_\_\_\_

New manager's name \_\_\_\_\_

(b) Compensation of Mgr. \_\_\_\_\_ Date of Emp. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Has manager ever managed a Liquor licensed establishment? ☐ Yes ☐ NoDoes manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No

If yes, give name and location of establishment \_\_\_\_\_

BED AND BREAKFAST PERMIT

**10. Bed and Breakfast Permit**

- Attach a copy of a deed or lease in the **exact name** of the applicant **only**, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance).
- Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed.

1. Applicant is a:

☐ Corporation☐ Individual☐ Partnership☐ Limited Liability Company

2. Name of Applicant \_\_\_\_\_

3. Trade Name of Establishment (DBA) \_\_\_\_\_

4. Address of Premises (specify exact location) \_\_\_\_\_

5. State Sales Tax Number \_\_\_\_\_ Business Phone \_\_\_\_\_

Pursuant to 12-47-410, C.R.S., Applicant hereby states that it qualifies for a Bed and Breakfast Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority:

\_\_\_\_\_ That it has **no more than 20** sleeping rooms, and\_\_\_\_\_ That it provides at least **1 meal per day at no charge** other than for overnight lodging, and\_\_\_\_\_ That it **does not** sell alcohol beverages by the drink or in sealed containers, and\_\_\_\_\_ That it will not serve alcohol beverages for more than **4 hours in any one day**, as follows:

MONDAY HOURS		TUESDAY HOURS		WEDNESDAY HOURS		THURSDAY HOURS		FRIDAY HOURS		SATURDAY HOURS		SUNDAY HOURS	
From:	m.	From:	m.	From:	m.	From:	m.	From:	m.	From:	m.	From:	m.
To:	m.	To:	m.	To:	m.	To:	m.	To:	m.	To:	m.	To:	m.

**OATH OF APPLICANT**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct and complete to the best of my knowledge.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County) \_\_\_\_\_

Date filed with Local Authority \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**REPORT OF STATE LICENSING AUTHORITY**

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **TOWN OF CRESTED BUTTE** ("Town"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and \_\_\_\_\_ ("Licensee"), with an address of \_\_\_\_\_.

### WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("Business") located at \_\_\_\_\_, \_\_\_\_\_, Crested Butte, Colorado ("Premises");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("Public Ways");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "Seating Effects") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

### AGREEMENT:

1. License. Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on Exhibit "A" ("licensed area") attached hereto. Specific conditions applicable to the license granted herein are listed in Exhibit "B" attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,



without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.



8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

[Signature Page(s) To Follow]





**IN WITNESS WHEREOF**, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

**LICENSEE:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF CRESTED BUTTE,**  
a Colorado home rule municipality

By: \_\_\_\_\_

Leah B. Williams, Mayor

**ATTEST:**

\_\_\_\_\_  
Eileen Hughes, Town Clerk

[SEAL]



**EXHIBIT "A"**

**Location of Seating Effects in Public Ways / License Area**

**[attach drawing and/or narrative here]**



## **EXHIBIT "B"**

### **Conditions Applicable to License**

1. The term of the Agreement and the license granted thereunder shall be from the Friday prior to Memorial Day to October 15 of the current calendar year. Thereafter, the Agreement shall expire and the license granted under the Agreement shall terminate.

2. The licensed area must be directly adjacent to the appurtenant business frontage.

3. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.

4. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.

5. The seating area may not be larger than the interior seating area of the restaurant.

6. The containment barrier must be no taller than 42 inches and be at least partially transparent to allow viewing into the site.

7. The licensed area may not be utilized during July 4<sup>th</sup> and the two day period covered by the Arts Fair and the one day used for set up for the Arts Fair. The Town Council may place additional restrictions on a year by year basis depending on special events requested.

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- The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
- The business may not utilize portable heating devices in the licensed area.
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10. After approval of the license but prior to utilizing the licensed area the business must provide the following.

- Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
- If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
- Payment of a licensed lease fee of \$3.00 per square foot which may be pro-rated for the license period in 2010.

